



South Carolina Department of Health
and Environmental Control

Division of Procurement Services

Request for Proposal

Solicitation No.: RFP-30756-9/7/06-EMW
Date Issued: 8/21/06
Procurement Officer: E. Madison Winslow
E. Madison Winslow
Phone No.: 803-898-3487
E-mail Address: winsloem@dhec.sc.gov

DESCRIPTION: Services to perform actuarial study for SCDHEC's Underground Storage Tank (UST) Program

The Term "Offer" Means Your "Bid" or "Proposal"

SUBMIT OFFER BY (Opening Date/Time): **September 7, 2006/2:30 p.m E.T.** See provision entitled "Deadline For Submission Of Offer"

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and five (5) copies so marked**

QUESTIONS MUST BE RECEIVED BY: **August 31, 2006/5:00 p.m. ET** See provision entitled "Questions From Offerors"

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street Columbia, S.C. 29201	SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street, Room 1200 – Aycock Bldg. Columbia, S. C. 29201

Offers Must Be Sealed: See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted on or after September 14, 2006 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.scdhec.net/procurement .
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You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other (See provision entitled "Signing Your Offer")
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE	

Instructions regarding offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICE ADDRESS (Address for the offeror's principal place of business)		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation)		
TAXPAYER IDENTIFICATION NO. (See provision entitled Taxpayer Identification Number)		

Solicitation Outline

- I. Scope of Solicitation**
 - II. Instructions to Offerors**
 - A. General Instructions**
 - III. Scope of Services / Specifications**
May be blank if Bidding Schedule / Cost Proposal attached
 - IV. Information for Offerors to Submit**
 - V. Qualifications**
 - VI. Award Criteria**
 - VII. Terms and Conditions**
 - A. General**
 - B. Special**
 - VIII. Bidding Schedule / Cost Proposal**
 - IX. Attachments to Solicitation**
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I. Scope of Solicitation

It is the intent of the State of South Carolina, South Carolina Department of Health & Environmental Control (DHEC), to solicit proposals to obtain a qualified contractor to perform an actuarial study for the Underground Storage Tank (UST) Program.

In order to be considered for award, all proposals must be complete and carefully worded and must convey all of the information requested. If the proposal fails to conform to the essential requirements of the Request for Proposal (RFP), the State and the State alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award. Only the information provided with the offeror's proposal will be used in the evaluation process in determining the best offer to the State.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the Request for Proposal documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, this RFP shall govern.

II. Instructions to Offerors**A. General Instructions**

AMENDMENTS TO SOLICITATION (AUG 2004) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.scdhec.net/procurement (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION (AUG 2004) Notice regarding the State's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT (AUG 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with the South Carolina Department of Health and Environmental Control. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

PROCUREMENT AGENT All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004) Any Offer received after the procurement officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DEFINITIONS (AUG 2004) Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

- (1) **AMENDMENT** - means a document issued to supplement the original solicitation document.
- (2) **BOARD** - means the South Carolina Budget & Control Board.
- (3) **BUYER** - means the Procurement Officer.
- (4) **COVER PAGE** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
- (5) **OFFER** - means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- (6) **OFFEROR** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
- (7) **PROCUREMENT OFFICER** - means the person, or his successor, identified as such on the Cover Page.
- (8) **YOU and YOUR** - means Offeror.
- (9) **SOLICITATION** - means this document, including all its parts, attachments, and any Amendments.
- (10) **STATE** - means the Using Governmental Unit(s) identified on the Cover Page.
- (11) **SUBCONTRACTOR** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
- (12) **USING GOVERNMENT UNIT** - means the unit(s) of government identified as such on the Cover Page.

DUTY TO INQUIRE (AUG 2004) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

OMIT TAXES FROM PRICE (AUG 2004) Do not include any taxes in your price that the State may be required to pay.

PROTESTS (AUG 2004) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate chief procurement officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]. Direct all correspondence to the Chief Procurement Officer for Goods & Services, Attn.: Voight Shealy, Materials Management Office, 1201 Main Street, Suite 600, Columbia, South Carolina, 29201.

PUBLIC OPENING (AUG 2004) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (AUG 2004) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening **unless otherwise stated on the Cover Page**. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

RESPONSIVENESS / IMPROPER OFFERS (AUG 2004) (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Competitive Best Value Bid, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (AUG 2004) By submitting an Offer, you agree not to discuss this procurement activity in any way with any South Carolina Department of Health and Environmental Control employee, agent or official. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

SIGNING YOUR OFFER (AUG 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

BID ACCEPTANCE PERIOD (AUG 2004) In order to withdraw your offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (AUG 2004) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (AUG 2004)

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

DRUGFREE WORKPLACE CERTIFICATION (AUG 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

ETHICS ACT (AUG 2004) By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employees – Section 8-13-705, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-725, (d) Use or disclosure of confidential information – Section 8-13-72, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

REJECTION/CANCELLATION (AUG 2004) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [S.C. Code Section 11-35-1710 & Regulation 19-445.2065.]

STATE OFFICE CLOSINGS (AUG 2004) If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the solicitation on the work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

TAXPAYER IDENTIFICATION NUMBER (AUG 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this

provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (AUG 2004) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidders or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by the S. C. Code Section 11-35-1520 and Regulation 19-445.2085.

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (AUG 2004) (a) **Offers and offer modifications shall be submitted in sealed envelopes or packages** (unless submitted by approved electronic means) - (1) **Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder.** (b) **Each Offeror must submit the number of copies indicated on the Cover Page.** (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (AUG 2004) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

SUBMISSION OF QUESTIONS

All questions, request for information, or requests for clarification regarding this Request for Proposal must be submitted as indicated below. Questions, requests for information, or requests for clarification must be submitted in writing either by mail or faxed and received no later than 5:00 pm ET on August 31, 2006. No further questions will be addressed after this date. A response in the form of a written amendment to the Request for Proposal will be mailed to all bidders and posted on DHEC's Division of Procurement Services website (www.scdhec.net/procurement).

Mark envelopes on questions mailed:

QUESTIONS: RFP-30756-9/7/06-EMW

Title: Services to perform actuarial study

Attn.: E. Madison Winslow

QUESTIONS MAY BE E-MAILED TO:

winsloem@dhec.sc.gov

OR

FAXED TO:

803-898-3505

**ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE DAILY BY 10:30 A.M
(EXCLUDING WEEKENDS AND HOLIDAYS).**

PROPOSALS SUBMITTED VIA THE DIVISION OF PROCUREMENT SERVICES, SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S FASCIMILE MACHINE ARE UNACCEPTABLE.

Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal (RFP), prices will not be divulged at time of opening.

PREPARATION OF PROPOSAL:

- (a) All proposals should be complete and carefully worded and should convey all of the information requested by the State. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the State and the State alone will be the judge as to whether that variance is significant enough to reject the proposal.
- (b) Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- (d) If your proposal includes any comment over and above the specific information requested in our RFP, you are to include this information as a separate appendix to your proposal.
- (e) Proposals which include either modifications to any of the contractual requirements of the RFP or an offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

ORAL PRESENTATIONS: Offerors may be requested to make oral presentations of their proposals to the State of South Carolina. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding.

DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Request for Proposals. All offerors, whose proposals, in the Division of Procurement services, South Carolina Department of Health and Environmental Control's sole judgment, needing clarification shall be accorded such an opportunity.

III. Scope of Services / Specifications

Introduction

The Underground Storage Tank (UST) Program of the South Carolina Department of Health and Environmental Control (DHEC) is considering submitting legislation in 2007 which will include changes to meet applicable requirements of the Federal Energy Policy Act of 2005 (hereinafter The Act). Principal among these changes will be an effort to improve the financial position of the SUPERB fund in order to avoid withdrawal of SUPERB as an approved financial responsibility mechanism under Section 1522 of The Act. Part of this evaluation will include an updated actuarial analysis.

The UST Program intends to retain the services of a qualified actuarial firm to prepare an actuary study of the SUPERB Account and the SUPERB Financial Responsibility Fund. In addition, the contractor is to project the future risk and implementation costs of the proposed mutual assurance fund. The qualified vendor will satisfy the requirements outlined in the scope of work and submit a report of findings on or before December 15, 2007.

Scope of Work

The contractor shall:

1. Meet with Kent Coleman, Director of the South Carolina DHEC Underground Storage Tank Assessment and Corrective Action Division, to discuss project specifics and commence work within seven working days of award.
2. Determine if the SUPERB Account and the SUPERB Financial Responsibility Fund are actuarially solvent and that revenues are sufficient to address needed site rehabilitation and third party claims, such that DHEC is able to continue funding UST site rehabilitation as determined by using the Risk Based Corrective Action (RBCA) ranking system.
3. The actuarial study shall determine the total aggregate liability, which shall include current liabilities and an estimate of future liabilities in terms of established risk categories through 2026. In doing so, the contractor shall estimate an approximate costs/rate per release per risk category.
4. Provide the estimated amount of funding needed to fully fund the total liability that may arise from registered petroleum USTs and expected growth (or decline) of the UST population through January 2026.
5. Provide monthly progress reports to the Director beginning with the first report due on or before October 30, 2006
6. Provide the UST Program with an initial draft report on or before November 30, 2006
7. Provide the UST Program with a final report on or before December 15, 2006
8. Present the report of findings to a UST Advisory Committee at a time in February or March of 2007.

Budget

The maximum amount allocated for this project is \$40,000.

The contractor will be compensated 30% of the total amount proposed for the project upon receipt of the draft report. The remaining amount will be paid within 30 days of DHEC approval of the final report but no later than 60 days from submittal of an approvable final report.

IV. Information for Offerors to Submit

One (1) original and five (5) copies so marked.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

To be considered for award, all proposals must include, as a minimum, the following information. Offerors should restate each of the items listed below and provide their response immediately thereafter.

All information should be presented in the listed order:

Cover Letter – Submit a cover letter, which includes a summary of the offeror's ability to perform the services described herein and a statement that the offeror is willing to perform those services and enter into a contract with DHEC. The cover letter must state that the offeror will comply with all requirements of the RFP. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

Submit as a minimum the following information, and in the listed format:

1. Offeror's corporate experience, qualifications, ability to perform (tasks outlined in Sec. III, Scope of Work), and references.
 - A. Provide complete documentation of above by responding, in detail, to items A, B & C in the "Qualifications" section.
 - B. Provide at least three examples of similar work performed. Include any other materials necessary to enhance the evaluation of similar projects.
 - C. Provide at least three (3) corporate references from previous clients where similar work was performed. References submitted must be from the last past five years. Include the company name, address and telephone number, summary of services provided and the name of a person who is in a position to evaluate the general quality of your organization's performance. SCDHEC reserves the option to contact any or of all the references.
2. Staff experience & qualifications: Provide names, qualifications and resumes of all staff members who will be assigned to this project. Include the services each will provide.
3. Provide a detailed itemized budget for all factors of this proposal.

SCDHEC reserves the right to request any information it deems necessary to make the final decision concerning the offeror's ability to provide the services requested herein before entering into a contract.

NOTE: Please provide all cost information in a separate envelope labeled "Cost Information".

The State reserves the right to consider historic information and fact, whether gained from the offeror's proposal, references, or any other sources. Should the references volunteer any information outside the specific questions, this information may be recorded and used in the evaluation stage.

V. Qualifications

To submit a proposal for consideration by DHEC, the offeror shall have the minimum qualification that follows:

- A. Prior experience in performing actuarial evaluations of State UST funds;
- B. Be an FSA, FCAS, ASC, or ACAS certified actuarial firm;
- C. Have an adequate number of qualified employees to ensure meeting the completion date as required.

VI. Award Criteria

An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the State, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the State will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this RFP.

A review panel comprised will evaluate proposals. The panel will use the following criteria:

- A. Offeror's and subcontractor's experience, qualifications, ability to perform (tasks outlined in Sec. III, Scope of Work), and references.
- B. Staff qualifications and experience.
- C. Cost

VII. Terms and Conditions

A. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Division of Procurement Services, South Carolina Department of Health and Environmental Control.

CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the Division of Procurement Services, South Carolina Department of Health and Environmental Control.

COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

INDEMNIFICATION: The State of South Carolina, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BID NUMBER: RFP-30756-9/7/06-EMW

contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the State shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this Request for Proposal. The State will consider the contractor to be the sole point of contact with regard to contractual matters.

RECORDS RETENTION & RIGHT TO AUDIT: The State shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The State may conduct, or have conducted, performance audits of the contractor. The State may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the State. Pertaining to all audits, contractor shall make available to the State access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the State.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

SUBCONTRACTING: If any part of the work covered by this Request for Proposal is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the State. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Division of Procurement Services, South Carolina Department of Health and Environmental Control provided a thirty (30) days advance notice in writing is given to the contractor.

Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the State of South Carolina.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the State without the required thirty (30) days advance written notice, then the State shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the State for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

Default: In case of default on contractor, the State reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for Proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the State pursuant to this contract shall belong exclusively to the State.

B. Special

CONTRACT TERM/OPTION TO EXTEND

Contract Period: From Date of Award until March 31, 2007.

VIII. Bidding Schedule / Cost Proposal

“SECTION NOT APPLICABLE / INTENTIONALLY OMITTED”

IX. Attachments to Solicitation

A. Notices and Provisions

Important Tax Notice – Nonresidents Only

Offeror's Checklist

Income Tax Credit

Provisions and Clauses by Reference

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.**

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____
- _____ Receiving Rentals or Royalties From:
Name: _____
Address: _____
- _____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue
 Date of Registration: _____
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) _____ (Seal) _____
Date

If Corporate officer state title: _____

(Name - Please Print)

PROVISIONS AND CLAUSES BY REFERENCE

THE FOLLOWING S.C. STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL TEXT. THE FULL TEXT OF THESE PROVISIONS AND CLAUSES IS AVAILABLE ON THE MATERIALS MANAGEMENT OFFICE WEBSITE AT www.state.sc.us/mmo/ops/chgbid.doc AND IS POSTED AT THE MATERIALS MANAGEMENT OFFICE.

STANDARD SOLICITATION PROVISIONS

(APPLIES TO ALL SOLICITATIONS)

AWARD CRITERIA
REJECTION
INSTRUCTIONS TO BIDDERS
UNIT PRICE GOVERNING
BIDDERS QUALIFICATION
INDEMNIFICATION

ORDER OF PRECEDENCE
CORRECTION OF ERRORS
RECORDS RETENTION
DISCUSSION WITH BIDDERS
RISK OF LOSS

GENERAL CONTRACT CLAUSES

(APPLIES AS INDICATED BELOW)

OPEN MARKET CONTRACTS

DEFAULT
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT

GOVERNING LAW
ASSIGNMENT
AFFIRMATIVE ACTION
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES

STATEWIDE TERM CONTRACTS**AGENCY CONTRACTS**

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT
GOVERNING LAW
TERMINATION
ASSIGNMENT
AFFIRMATIVE ACTION
ITEM SUBSTITUTION
RESTRICTIONS/LIMITATIONS
PURCHASES FROM OTHER SOURCES
CONTRACT PARTICIPATION
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES
SOUTH CAROLINA PURCHASING CARD
CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT
GOVERNING LAW
TERMINATION
ASSIGNMENT
AFFIRMATIVE ACTION
ITEM SUBSTITUTION
RESTRICTIONS/LIMITATIONS
PURCHASES FROM OTHER SOURCES
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES